

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER R1 CB2007-0164									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER CB07-RFP0002		6. SOLICITATION ISSUE DATE 07/26/2007					
7. FOR SOLICITATION INFORMATION CALL				a. NAME Stacy Newman <stacy@cbo.gov>			b. TELEPHONE NUMBER (No collect calls) (202) 226-5650		8. OFFER DUE DATE / LOCAL TIME 08/07/2007 17:00:00				
9. ISSUED BY Procurement Services Congressional Budget Office 2nd and D Streets, SW FHOB Room 406 Washington, DC 20515-0001				CODE				10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO Facilities and Supply Store 2nd and D Streets, SW Ford House Office Bldg Room 476 Washington, DC 20515-0001				CODE				16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR Telephone No.				CODE				18a. PAYMENT WILL BE MADE BY Congressional Budget Office Office of Financial Management invoices@cbo.gov OR Fax: 866-754-3302 Washington, DC 20515 CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
1		Desktop PC per specifications in Section C SOW Period of Performance: 09/15/2007 to 09/14/2008 Description: Supply Desktop and Notebook Computers on an intermittent basis for CBO and other Legislative Branch agencies by the issuance of Delivery Orders using the terms and conditions outlined in the attachments Section C through I.				5.0000		EA					
25. ACCOUNTING AND APPROPRIATION DATA CBO-2007-01-10-1005-3161									26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.									<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA									<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.							<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Caryn Rotheim				31c. DATE SIGNED			

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SECTION C. DESCRIPTION AND SPECIFICATIONS

STATEMENT OF WORK

C.1 Scope

The Congressional Budget Office (CBO) is seeking to establish an indefinite delivery/indefinite quantity (IDIQ) option-year contract with a contractor to supply desktop and/or notebook computers. The successful contractor shall work with agency technical staff to determine technical specifications for each delivery order and shall deliver machines built to those specifications. Any other Legislative Branch agency, as defined in Section I, CBO 23 may issue task orders against this IDIQ contract for computers to be used at the issuing agency's Washington, DC office location.

C.2 Background

CBO has approximately 300 computers deployed in the agency, of which approximately 30 are notebook computers. Both types of computers are upgraded on a 3-4 year life-cycle. While the majority of our systems are standard desktop systems used for routine office functions (i.e. e-mail, web browsing, word processing), we also have a set of approximately 70 desktop computers that also must support statistical processing using SAS, Fortran, Mathworks Matlab, STATA, and/or GAUSS. Seven computers are high-end desktop systems dedicated to running an in-house Fortran statistical model that require as much memory and CPU power as possible. CBO has traditionally procured computer systems on an as-needed basis from a variety of vendors.

C.3 Mandatory Requirements

The specifications in this section are considered the minimum requirements to be considered responsive to this solicitation. Proposals that fail to price a system with at least the criteria outlined in Section C.3 will not be evaluated further for award. Proposals that include features superior to these minimums, that are beneficial to the government, will be given extra credit in the evaluations.

C.3.1 Hardware

The successful contractor shall work directly with Information Technology (IT) staff to develop technical specifications for desktop computers and/or notebook computer purchases throughout the life of the contract. The hardware specifications will potentially be updated with each order to assure that the government receives current technology at the best value. Typical system requirements (as of this date) are:

- Athlon64 AM2 4200+ X2 2.2GHz Dual core processor
- ASUS M2N-E Motherboard with (3) 32 BIT PCI, (1) 16X PCI-E slots
- Gigabit LAN, HD Audio integrated on Motherboard
- 512MB DR2 667MHz PC5300 CRUCIAL Memory (qty 2), or better
- Seagate 80GB SATA 7200 RPM HD w/ 8MB Cache, or better
- Sony 18x DVD-RW W/Software, or better
- Sony 52x CDROM, or better
- MSI NX6200TC-TD128ELF, 128 MB PCI-E Video Card

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- Intel PWLA8391 10/100/1000 PCI Network Card, or better
- ANTEC SLK1650 ATX Chassis, or better
- 350-Watt Power Supply
- 3-Year Parts, Advance Replacement Warranty
- FOB Destination

C.3.2 Software and Setup

CBO holds a Microsoft Enterprise Agreement which provides licenses for current and previous versions of the Microsoft Operating system and Office software. For each order, the contractor shall coordinate with CBO as to whether systems will be shipped with no operating system or imaged to agency specifications. Agency will provide any necessary image files. No more than ten image files will be provided to the contractor for any single delivery order.

C.3.3 Evaluation

CBO reserves the right to a no-obligation, 1- to 90-day evaluation of any system proposed by the contractor over the duration of this proposal period and contract, including option periods. Test systems shall be shipped to CBO at the contractor's expense and returned at CBO's expense. In most cases, the contractor may ship via any commercial carrier of their choice. In some cases, CBO may request expedited shipping which must be via Federal Express Two Day Air. If the contractor is local to the Washington DC area, CBO may arrange delivery directly with the contractor. Once an evaluation system is approved by CBO, the contractor shall not make any modifications to the specifications of the approved system or components shipped against any associated delivery order unless specifically approved by CBO in advance.

CBO generally will not require an evaluation unit if a delivery order for less than 5 units is contemplated, unless there is a fundamental change in the hardware, such as the CPU, motherboard, or chassis, since the last delivery order was fulfilled.

If an order for 5 or more units is contemplated and CBO requests an evaluation unit, the vendor may indicate, with a document signed by an authorized representative, that the system specifications have not changed and therefore the computers to be delivered will be identical to those delivered under a previous delivery order, making an evaluation unit unnecessary.

C.3.4 Delivery

Delivery to CBO is strictly controlled. CBO requires delivery of large shipments directly to the Ford House Office Building, which requires an off-site security inspection that can take one or more hours to complete. The contractor must be able to coordinate with a delivery company that is prepared to deal with Congressional delivery requirements. See contract clause Section I, CBO 41 for off-site delivery requirements.

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C.3.5 Warranty

The Contractor must warranty all equipment delivered under this agreement for three (3) years with no-charge cross-shipment of parts (contractor pays shipping to/from CBO by a recognized commercial carrier). During the first year of each warranty period, CBO reserves the right to request on-site labor for replacing defective components at no charge. CBO would normally exercise this right only for mass replacement of a particular component or components. Offerors should be aware that CBO has experienced problems with certain network interface cards (NIC) and memory cards in the past. The evaluation period is intended to identify problematic cards prior to ordering. However, the contractor must agree to a no-cost replacement of a failing component on all computers ordered under a delivery order, if the agency experiences a failure rate of 10% or higher.

Note: Failed motherboard ports, such as network or video, may generally be replaced by separate cards rather than by replacement of the motherboard.

C.4 Performance Requirements

Specifications in this section will be used to differentiate offerors meeting the requirements in Section C.3 above.

C.4.1 Sales and Technical Support

The contractor must assign a specific sales representative and technical representative to this account. These responsibilities can be assigned to one person or multiple people. The contractor may assign a replacement representative due to personnel turnover or promotion as long as the average turnover rate during the life of the contract, including all option periods, does not exceed one employee per year.

C.4.2 Engineering

Computer systems provided to CBO must be well engineered and designed for easy maintenance and replacement of internal components. Internal wire management of PCs is mandatory as are easy to remove/replace components. This feature will be evaluated using the proposal narrative, when included, and during the on-site evaluation period.

C.4.3 Certifications and Partner Relationships

The contractor's ability to provide the best value for CBO computer purchases is a key requirement of this procurement. Unreliable computers are not "best value", nor are computers built with components that are not manufacturer-recommended (grey market). CBO expects the contractor to have significant OEM or channel partner relationships with their primary component providers. CBO views this relationship as essential in order to assure that CBO (1) receives genuine parts and (2) is notified if any primary computer component is nearing end-of-life or is experiencing a higher than normal failure rate. The contractor must provide relevant partner relationships in their proposal, the level of the partnership (Bronze, Silver, Gold, etc.), and the primary OEM requirement for the basis of the relationship (i.e. sales volume, customer satisfaction, etc.).

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The contractor must have been in business for at least five years and hold either an ISO 9001:2000 certification or nationally recognized certification/registration that demonstrates the contractor's ability to achieve customer satisfaction through consistent products and services which meet customer expectations. Offerors must specify how long they have been in business and any relevant certifications in their proposal.

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SECTION F. DELIVERY OR PERFORMANCE

F.1 Place of Delivery

Each delivery order will specify a place of delivery. Deliveries to CBO will be addressed to:

Congressional Budget Office
Ford House Office Building
2nd and D Sts., SW
Supply Store, Room 476
Washington, DC 20515

Delivery contact phone number is: 202-226-2812

Physical delivery will be made to an off-site center in accordance with the procedures set forth by the U.S. Capitol Police current on the date of delivery. See the Procurement link on the CBO public website (www.cbo.gov) for information regarding delivery specifications.

F.2 Period of Performance

The period of performance for this contract will begin on the date of contract award and continue for 12 months. Four option periods consisting of 12 months each will be available for the government to exercise at its option.

F.3 Method of Delivery

Each order will be delivered by common carrier or by private carrier at the option of the contractor.

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SECTION I. CONTRACT CLAUSES

CBO 01 Terms and Conditions Limited (May 2003)

This contract expressly limits acceptance to terms and conditions stated herein. Any additional or different terms and conditions proposed by the Contractor are rejected unless expressly agreed to by the Congressional Budget Office (CBO) in writing. If the Contractor commences shipment or performance pursuant to this contract, then the Contractor shall be deemed to have agreed to and accepted this contract in its entirety, including its terms and conditions as set forth herein.

CBO 03 Payment – Supplies (May 2003)

a. CBO shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract. If the contract does not require submission of an invoice for payment, CBO shall pay the Contractor as specified in the contract.

b. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date the electronic funds transfer was made by CBO.

c. The payment due date shall be the 30th day after CBO's Office of Financial Management has received a proper invoice from the Contractor. However, if that Office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or the Contractor compliance with contract requirements. If the contract does not require submission of an invoice for payment, the due date will be as specified in the contract.

CBO 05 Invoice (Oct 2005)

(a) Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the Office of Financial Management by *one* of the following methods:

Option 1	Option 2	Option 3
<i>E-mail invoices to:</i> invoices@cbo.gov	<i>Fax invoices to:</i> (866) 754-3302	<i>Mail/deliver invoices to:</i> Office of Financial Management Congressional Budget Office 2 nd and D Streets SW Washington DC 20515 Tel: (202) 226-2609

NOTICE: Mailing invoices to CBO's street address in lieu of electronic submission may delay payment. Due to the special mail handling procedures currently in effect, it can take up to 2 weeks for CBO to receive invoices through the mail. Electronic submission is the preferred invoice submission method.

(b) A proper invoice must include the items below. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within seven (7) days after receipt of the invoice by CBO's Office of Financial Management.

- (1) Name and address of the Contractor;
- (2) Invoice number and date;
- (3) The Contractor's Tax Identification Number;

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- (4) Purchase Order or contract number or other authorization for supplies delivered or services performed;
- (5) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services rendered;
- (6) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- (7) Any other information or documentation required by the contract.

If the contract is for a subscription, the invoice must also include the following items:

- (8) The starting and ending dates of the subscription delivery; and
- (9) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

CBO 06 Method of Payment (April 2005)

(a) All payments by CBO under this contract shall be made by electronic funds transfer (EFT). CBO shall make payment to the Contractor using the EFT information --

- (1) provided by the Contractor on the CBO Vendor Survey form; or
- (2) obtained MANUALLY by CBO from the Central Contractor Registration (CCR) database.

(b) CBO need not make payment to the Contractor under this contract, and any invoice shall be deemed not to be a proper invoice for the purpose of the payment clause under this contract, unless and until CBO has been provided or has been able to obtain the Contractor's EFT information under paragraph (a).

(c) The Contractor shall be responsible for notifying CBO when the Contractor's EFT information changes. The Contractor shall either:

- (1) provide a revised CBO Vendor Survey form; or
- (2) notify CBO Procurement Services that changes have been entered into the CCR (CBO DOES NOT MAINTAIN AN AUTOMATED LINK TO CCR).

(d) (1) If an incomplete or erroneous transfer occurs because CBO used the Contractor's correct EFT information inaccurately, CBO remains responsible for making a correct payment and recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of release of the EFT payment transaction instruction to the Federal Reserve System, then--

(a) if the funds are no longer under the control of the designated billing office, CBO is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(b) if the funds remain under the control of the designated billing office, CBO shall not make payment until the Contractor provides CBO with the notification required in paragraph (b).

(e) CBO shall forward to the Contractor available payment information at the request of the Contractor. CBO does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to CBO.

CBO 07 Inspection and Acceptance (May 2003)

The Contractor shall only tender for acceptance those supplies or services that conform to the requirements of this contract. CBO reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CBO may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Payment for any supplies or services hereunder

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shall not be deemed an acceptance thereof and is without prejudice to any and all claims that CBO may have against the Contractor.

CBO 08 Assignment (May 2003)

- (a) Neither this contract nor the obligation of the Contractor to perform shall be assigned or delegated by the Contractor without CBO's consent.
- (b) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency.
- (c) If the Contractor assigns the proceeds of this contract, the Contractor shall require as a condition of any such assignment, that the assignee submit a completed Vendor Survey form and shall be paid by EFT in accordance with the terms of the Method of Payment clause of this contract. In all respects, the requirements of that clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the payment to be other than the Contractor, in the absence of a proper assignment of claims acceptable to CBO, is incorrect EFT information within the meaning of paragraph (b) of the Method of Payment clause.

CBO 09 Changes (May 2003)

- (a) CBO may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed;
 - (2) Time of performance;
 - (3) Place of delivery or performance.
 - (4) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for CBO.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, CBO shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if CBO decides that the facts justify it, CBO may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

CBO 10 Risk of Loss / Title (May 2003)

Unless specified elsewhere in this contract—

- (1) title to supplies furnished under this contract shall pass to CBO upon acceptance; and
- (2) risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until delivery of the supplies to CBO's place of business.

CBO 11 Warranties (May 2003)

- (a) The Contractor warrants free and clear title to all delivered products and further warrants that the products shall be free from defects in workmanship, material or design and shall conform either to the description and specifications in this contract or consistent with the sample of said product provided to CBO.
- (b) The Contractor warrants that the products, in the form delivered to CBO, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and

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hold harmless and indemnify CBO against such infringement liability based upon CBO's possession thereof without alteration.

(c) The goods and services provided shall be free from defects in materials and workmanship for a period of at least ninety (90) days after completion of performance (in the case of services) or after acceptance (in the case of goods or supplies) unless a longer warranty period is provided or is required by law or elsewhere in this contract. Should the Contractor's services or goods or supplies prove to be defective within the warranty period, the Contractor agrees to promptly replace or repair the goods or supplies or correct such services to CBO's satisfaction without cost to CBO.

(d) Unless this contract specifies otherwise, the Contractor represents that all goods, supplies, and other materials provided are new and are not of such age or so deteriorated as to impair their usefulness or safety.

(e) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to CBO for consequential damages resulting from any defect or deficiencies in accepted items.

CBO 12 Endorsements/News Releases/Advertising (May 2003)

The Contractor agrees not to refer to this contract or CBO, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by CBO or are considered by CBO to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by CBO.

CBO 13 Obligations Contingent on Future Appropriation (May 2003)

Unless otherwise provided in this contract, CBO's obligation under this contract in any fiscal year beyond the fiscal year for which this contract is entered into is contingent on the availability of appropriated funds.

CBO 14 Excusable Delays (May 2003)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the matter in detail, shall remedy such occurrence expeditiously, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

CBO 15 Waiver of Default (May 2003)

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

CBO 16 Termination for Convenience (May 2003)

CBO reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor will be notified by the Contracting Officer, in writing, and shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of CBO have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

CBO 17 Termination for Default (May 2003)

CBO may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide CBO, upon request, with adequate assurances of future performance. In the event of termination for cause, the Contractor will be notified by the Contracting Officer in writing. CBO shall not be liable to the

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Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to CBO for any and all rights and remedies provided by law. If it is determined that CBO improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

CBO 18 Disputes (May 2003)

(a) It is the policy of CBO that, to the fullest extent practicable, disputes over matters such as terms and conditions should be informally and expeditiously resolved between the Contractor and the Contracting Officer.

(b) If a dispute cannot be resolved between the Contractor and the Contracting Officer, an appeal regarding a dispute shall be made in writing to:

Office of General Counsel
Congressional Budget Office
470 Ford House Office Building
Washington, DC 20515

Any written appeal regarding a dispute shall be decided by the Deputy General Counsel (DGC), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the receipt of such copy, if no further appeal is taken, the decision of the DGC shall be final and conclusive.

(c) The Contractor may appeal the decision of the DGC in writing to the Deputy Director, or a designee.

Deputy Director
Congressional Budget Office
Room 405 Ford House Office Building
Washington, DC 20515

The Deputy Director shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy shall be final and conclusive. Upon final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the final decision.

CBO 19 Compliance with Laws (May 2003)

The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold CBO harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations. In addition, to the greatest extent practicable, all equipment and products delivered under this Contract shall be American-made.

CBO 20 Affirmative Action for Workers with Disabilities (May 2001)

(a) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;

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- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (7) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) Activities sponsored by the Contractor, including social or recreational programs; and
- (9) Any other term, condition, or privilege of employment.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(c) The Contractor agrees to post employment notices stating--

- (1) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (2) The rights of applicants and employees.

(d) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(e) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(f) If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

CBO 21 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) Alternate I (Dec 2001)

a. *Definitions.* As used in this clause—

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week

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to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

b. General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special

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disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

c. Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

d. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

e. Postings.

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- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

f. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

g. *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

CBO 22 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

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(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

CBO 23 Legislative Branch Agencies

(a) Any legislative branch agency within the United States Government, including, but not limited to, the Senate, House of Representatives, Library of Congress, Capitol Police, Office of Compliance, Government Printing Office, or Architect of the Capitol, shall be allowed, but is not required, to utilize this Contract on a non-mandatory basis to satisfy such Agency's requirement for the goods and services available under this Contract.

(b) In the event an Agency issues and the Contractor accepts a purchase order, then the ordering Agency shall be considered the Customer under this Contract. In the event of a conflict regarding the Contractor's ability to fulfill purchase orders issued under this Contract by Customer or another Legislative Agency, the Contractor shall notify the Contracting Officer who will determine the priority of those purchase orders for fulfillment by the Contractor.

(c) The Contractor will at all times use reasonable efforts to accommodate the delivery of goods and service under of the purchase orders to meet the Customer and individual Agency's needs. In those cases where the Contracting Officer has not determined priority, the Contractor will give priority or precedence to orders placed by the Congressional Budget Office. Upon request of the Contractor, the Contracting Officer and/or his or her delegate may provide further guidance as to the orders placed under this Contract by an Agency.

CBO 32 Indefinite Quantity (May 2004)

(a) This contract includes indefinite-quantity line items for supplies or services specified as such, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule as "IDIQ" are estimates only and are not purchased by this contract.

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(b) Delivery or performance shall be made only as authorized by orders issued by any CBO Contracting Officer or designated representative (COTR). The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified as "IDIQ" in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

CBO 39 Ordering Quantities - Indefinite Delivery, Indefinite Quantity Contract (Oct 2004)

CBO will order, and the Contractor shall furnish annually, at least the minimum and not to exceed the maximum quantity of supplies or services as specified below.

- (a) Minimum quantity: 5 units
- (b) Maximum quantity: 200 units

CBO 41 Off-Site Delivery Center Information (April 2006)

Before proceeding to the Ford House Office Building loading dock or the street-level delivery site on Virginia Avenue, SW, all non-U.S. Postal Service deliveries are required to report to the U.S. Capitol Police Off-Site Delivery Center for inspection:

Off-Site Delivery Center
4700 Shepherd Parkway, SW
Washington, DC 20032-5203

No deliveries will be accepted unless vehicles have been processed at the Off-Site Delivery Center. The hours of operation of the Off-Site Delivery Center are 5:00 am to 2:00 pm, Monday through Friday.

In order to gain access to the loading docks of the U.S. Capitol complex, delivery companies are required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by the signature of the owner, president, or manager. Requests for access should contain the following information:

1. Name of the delivery company
2. Name of each driver and employee requiring access, in alphabetical order
3. Social Security Number of each driver and employee requiring access
4. Date of birth for each driver and employee requiring access
5. Building(s) to be accessed
6. Company contact person and phone number

This information must be provided to:

United States Capitol Police
Off-Site Inspection
Fax: (202) 226-0571
Tel: (202) 226-0905

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It is highly recommended that the required information be provided to the U.S. Capitol Police prior to an anticipated delivery, and a copy of the company letter requesting access be included with the shipping manifest. Requests for access must be renewed three (3) times per year: April 30, August 31, and December 31. Any questions regarding this procedure can be directed to the U.S. Capitol Police at the telephone number listed above.

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the effects of the off-site delivery requirement, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation; and (2) uncertainties of weather, traffic, road construction or closures, and similar physical conditions at the site. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

This clause shall be included in all subcontracts or agreements between the Contractor and any third-party entities that include requirements for delivering items to CBO. CBO will not make adjustments to the contract value or time as a result of Contractor delays related to the off-site delivery requirement when those delays do not fall under the scope of clause CBO 14, Excusable Delays.

CBO 217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

CBO 222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract with the federal government containing the clause "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans"), it has submitted the most recent VETS-100 Report required by that clause.

52.246-2 Inspection of Supplies—Fixed-Price (Aug 1996)

- (a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

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(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time— (i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and (ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as

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required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

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SECTION L.INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS.

FAR 52.212-1 Instructions to Offerors—Commercial Items (Jan 2005) [Modified by Agency]

(a) [Removed by Agency – Paragraph not applicable to instant acquisition]

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the solicitation cover sheet (SF 1449), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- The solicitation number;
- The time specified in the solicitation for receipt of offers;
- The name, address, and telephone number of the offeror;
- A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- Terms of any express warranty;
- Price and any discount terms;
- “Remit to” address, if different than mailing address;
- [Removed by Agency – Paragraph not applicable to instant acquisition]
- Acknowledgment of Solicitation Amendments;
- Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 45 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* [Removed by Agency – Issue addressed elsewhere in this Solicitation]

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 5:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

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There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

If this solicitation is a request for proposals, it was the only proposal received.

However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) [Removed by Agency – Paragraph not applicable to instant acquisition]

(i) [Removed by Agency – Paragraph not applicable to instant acquisition]

(j) [Removed by Agency – Paragraph not applicable to instant acquisition]

(k) [Removed by Agency – Paragraph not applicable to instant acquisition]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror, if applicable.
- The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- A summary of the rationale for award;
- For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.212-1 Addendum Instructions to Offerors—Commercial Items [Modified by Agency]
Submission of Offers

In addition to the items listed in paragraph (b) of 52.212-1, the following proposal instructions apply:

(a) *Arrangement of Proposal.* The proposal shall consist of two physically separated volumes or files, as shown below:

Volume	Title
1	Business Proposal
2	Technical Proposal

(b) VOLUME ONE, Business Proposal, shall contain:

- A fully executed copy of Standard Form 1449, Solicitation/Contract/Order for Commercial Items, from Part 1 of this solicitation.
- A fully completed set of the “Continuation of Blocks from SF-1449” (Schedule) pages, with prices entered for all Schedule Items.

(c) VOLUME TWO, Technical Proposal, shall contain:

Offeror's Technical Approach: The Technical Approach should address the requirements of the Statement of Work highlighting the Mandatory Requirements in C.3 and Performance Requirements in C.4. The Technical Proposal shall address all the factors in Section M 52.212-2 Evaluation—Commercial Items.

CBO 216-01 Type of Contract (Apr 1984) [modified FAR]

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract.

CBO 28 Electronic Mail and Facsimile Proposals (Feb 2007)

(a) *Definitions.*

“Electronic Mail (email) proposal,” as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via Internet electronic mail. This is the preferred method of delivery.

“Facsimile proposal,” as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit email or facsimile proposals as responses to this solicitation. Email and facsimile proposals are subject to the same rules as paper proposals.

(c) (1) The email address for receiving proposals is: ProcurementServices@cbo.gov.

(2) The telephone number of receiving facsimile equipment is: (866) 750-4883.

(d) If any portion of an email or facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

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(e) The Government reserves the right to make award solely on the email or facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

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SECTION M. EVALUATION FACTORS FOR AWARD.

52.212-2 Evaluation—Commercial Items.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (A) Technical Evaluation Factors
 - 1. Offerors Qualifications (in descending order of importance)
 - (i) OEM or Channel Partner Relationships
 - (ii) Certifications
 - (iii) Length of Business History
 - 2. Knowledge and proficiency of technical and sales staff
- (B) Past Performance - Corporate and/or government references are equally acceptable for past performance.
- (C) Price – Based on the evaluation unit specifications current at the time of this solicitation. Proposals that do not specifically address and meet the specifications in Section C.3 Mandatory Requirements will be considered not technically acceptable and will be eliminated from further evaluation for possible award.

After evaluation of the proposals, offeror(s) receiving a high rating will be required to provide an on-site sample desktop computer conforming to the proposed unit. See Section C.3.3 for the parameters of this evaluation period.

Technical evaluation factors and past performance, when combined, is slightly more important than price.

(b) *Options.* [Removed by Agency – Paragraph not applicable to instant acquisition]

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.